

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN**

CHERYL BESSER, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

MICHIGAN COMMERCE BANK,

Defendant.

Case No. 1:13-cv-01088-PLM

**STIPULATION OF DISMISSAL**

Plaintiff Cheryl Besser (“Plaintiff”), and Defendant Michigan Commerce Bank (“Defendant”), by and through their undersigned counsel and pursuant to Fed. R. Civ. P. 41(a)(1)(A) and Fed. R. Civ. P. 23(e), hereby stipulate to the dismissal of this action, with prejudice as to Plaintiff’s individual claims, and without prejudice as to the claims of any alleged class members. No class has been certified in this action. Accordingly, class notice and Court approval of the settlement are not required under Fed R. Civ. P. 23(e). In exchange for the Plaintiff’s individual release of claims set forth in a Confidential Settlement Agreement and Release dated as December 5, 2013 (the “Settlement Agreement”) and such other consideration set forth in the Settlement Agreement, Defendant, without admitting any liability or violation, has agreed, among other things in the Settlement Agreement, to the following:

1. Consistent with the terms of the Settlement Agreement, Defendant will complete, if any remaining ATM modifications and/or ATM replacements to meet the 2010 Americans with Disabilities Act Standards for Accessible Design (“2010 Standards”), including any applicable safe harbor (the “Original Compliance Date”), and will provide written confirmation of its compliance to Counsel for Plaintiff.
2. Consistent with the terms of the Settlement Agreement, Defendant has agreed to acknowledge its intent and commitment to maintaining its ATMs in compliance with Chapter 7, Section 707, of the 2010 Standards.

3. Consistent with the terms of the Settlement Agreement, Defendant has agreed that Plaintiff's Counsel or their designee shall have the right to examine some or all of Defendant's ATMs for compliance with the 2010 Standards.

In accordance with the terms of this Stipulation and their Settlement Agreement, the parties request that the Court dismiss with prejudice Plaintiff's individual claims and dismiss without prejudice the claims of any alleged class members, and retain jurisdiction to interpret and enforce the terms of the Stipulation and Settlement Agreement entered into by the parties.

By: /s/ Sunshine R. Fellows

Sunshine R. Fellows

Carlson Lynch LTD

115 Federal St., Ste. 210

Pittsburgh, PA 15212

(412) 322-9243

Email: sfellows@carlsonlynch.com

*Attorneys for Plaintiff*

By: /s/ Robert C. Tice

Robert C. Tice

Collins Einhorn Farrell & Ulanoff PC

4000 Town Ctr., Ste. 909

Southfield, MI 48075-1473

(248) 355-4141

Email: robert.tice@ceflawyers.com

*Attorneys for Defendant*